

Remarks

The Office Action mailed November 8, 2004 and made final has been carefully reviewed and the foregoing amendment has been made in consequence thereof.

Claims 1-7, 9-15, 17-28, 30-36, 38-41, 43-49, 51-65 and 67-71 are now pending in this application. Claims 1-70 stand rejected. Claims 8, 16, 29, 37, 42, 50 and 66 have all been canceled. Claim 71 has been newly added. No new matter has been added.

In accordance with 37 C.F.R. 1.136(a), a one month extension of time is submitted herewith to extend the due date of the response to the Office Action dated November 8, 2004, for the above-identified patent application from February 8, 2005, through and including March 8, 2005. In accordance with 37 C.F.R. 1.17(a)(3), authorization to charge a deposit account in the amount of \$120.00 to cover this extension of time request also is submitted herewith.

The rejection of Claims 1-70 under 35 U.S.C. § 103(a) as being unpatentable over Joseph (U.S. Patent Application Pub. 2001/0034690) in view of Sehr (U.S. Patent Application Pub. 2002/0100803) is respectfully traversed.

Applicants respectfully submit that neither Joseph nor Sehr, considered alone or in combination, describe or suggest the claimed invention. As discussed below, at least one of the differences between the cited references and the present invention is that neither Joseph nor Sehr, alone or in combination, describe or suggest a method for operating a computer to facilitate a lease transaction involving an aircraft. (Emphasis added.)

Rather, Joseph describes a method and system for facilitating a transfer of vehicle leases, and Sehr describes a passport system and method that utilizes multi-application passport cards. The vehicle leases described in Joseph are clearly for automobiles. Joseph does not mention or suggest aircraft. In addition, as explained below, Joseph merely describes transferring vehicle leases from one party to another party, and does not describe or teach initiating a lease transaction between a lessor and a customer.

Accordingly, neither neither Joseph nor Sehr, considered alone or in combination, describe or suggest any of the recitations of the presently pending claims that relate to aircraft. For example, neither Joseph nor Sehr, alone or in combination, describe or suggest providing a database for storing information relating to a plurality of aircraft for lease including specifications for each aircraft and, if the aircraft is currently being leased, the terms of the lease, and prompting the customer to provide information required to generate at least one document for the selected lease transaction type wherein the customer provided information includes criteria of the aircraft and additional lease requirements including an aircraft type, an aircraft series, and an amount of engine thrust desired from the aircraft.

Moreover, Applicants respectfully submit that neither Joseph nor Sehr, considered alone or in combination, describe or suggest modifying by the lessor the customer provided information to generate the at least one document. As explained below, neither Joseph nor Sehr, alone or in combination, describe or teach one party modifying information submitted by another party. Rather, Joseph merely describes one party (a lease owner) entering a record of a leased vehicle and then being able to modify that record. In other words, Joseph teaches one party modifying information entered by that same party, and does not describe or teach one party modifying information submitted by another party.

Accordingly, neither Joseph nor Sehr, considered alone or in combination, describe or suggest generating the at least one document using the modified customer provided information and the customer selected aircraft, wherein the at least one document includes terms and conditions proposed by the lessor to the customer for leasing the customer selected aircraft to the customer by the lessor. (Emphasis added.)

Furthermore, neither Joseph nor Sehr, considered alone or in combination, describe or suggest posting the generated document such that the customer and the lessor can view the document and document data wherein the document data is information relating to the generation of the document including historical drafts of the document, each author of the historical drafts, and modification dates, and tracking tasks to be performed, dates for performance, and parties responsible for performing the tasks as set forth in terms and conditions of the generated

document including at least one of inspecting the customer selected aircraft, signing the generated document, and meeting regarding the lease transaction.

Applicants also submit that Sehr is non-analogous art that is not relevant to the present patent application. More specifically, Sehr describes a passport system that includes a plurality of passport service providers and portable passport devices for storing, processing, safeguarding, validating, and communicating a passport document including passport data elements stored in the passport devices and the service provider databases, and for facilitating various passport application tasks. Although Sehr mentions a passenger renting a car that was reserved via a passenger card wherein the agency representative couples the card, for example, via a card terminal or wireless means, to the database of the rental car provider's system, so as to verify the cardholder's eligibility and the car's availability, and, if there is a match, the system will retrieve and compile the contractual document that allows the passenger to drive a particular rental car (see para. [0118]), Sehr does not address issues related to a method for initiating a lease transaction involving an aircraft. For example, Sehr does not describe or teach a customer submitting information, and a lessor being able to modify the customer provided information in order to generate at least one lease document.

Given the obvious differences between a passport system that includes a plurality of passport service providers and portable passport devices for storing, processing, safeguarding, validating, and communicating a passport document including passport data elements stored in the passport devices and the service provider databases, and for facilitating various passport application tasks, and a method for operating a computer to facilitate a lease transaction involving an aircraft between a lessor and a customer, and the fact that the system described by Sehr neither recognizes nor solves any of the problems addressed by the present invention, it is respectfully submitted that Sehr is non-analogous art that would not be looked to for potential solutions in facilitating a lease transaction involving an aircraft between a lessor and a customer.

Additionally, Applicants submit that the obviousness cannot be established by merely suggesting that it would have been obvious to one of ordinary skill in the art to modify Joseph using the teachings of Sehr. More specifically, as is well established, obviousness cannot be

established by combining the teachings of the cited art to produce the claimed invention, absent some teaching, suggestion, or incentive supporting the combinations. As the Federal Circuit has recognized, obviousness is not established merely by combining references having different individual elements of pending claims. Ex parte Levengood, 28 U.S.P.Q.2d 1300 (Bd. Pat. App. & Inter. 1993). MPEP 2143.01. Rather, there must be some suggestion, outside of Applicants' disclosure, in the prior art to combine such references, and a reasonable expectation of success must be both found in the prior art, and not based on Applicants' disclosure. In re Vaeck, 20 U.S.P.Q.2d 1436 (Fed. Cir. 1991). In the present case, neither a suggestion or motivation to combine the prior art disclosures, nor any reasonable expectation of success has been shown. Accordingly, as explained below, Applicants respectfully submit that the present claims are patentable over the cited references.

Joseph describes a method for facilitating transfer of automobile leases (see page 1, paragraph 6). The method involves providing a website which displays a menu giving a visitor an option of either creating a record including details of the visitor and of a leased automobile whose lease the visitor intends to assign, or viewing a list of records, each record including a description of a leased automobile and an owner thereof (see page 1, paragraph 6). If the visitor intends to create a record, the visitor is directed to a page at the website where the visitor can input information pertaining to a leased automobile and information to enable another visitor to the website to contact the visitor (see page 1, paragraph 6). Such information may include the visitor's city, state, and e-mail, the automobile's make, model, year, color, number of doors, and mileage, miles allowed on lease, monthly lease payment, months remaining on lease, and down payment required to acquire the lease, if any (see page 2, paragraph 25). The record created by the visitor is stored in a database (see page 1, paragraph 6). If the visitor intends to view a record or records, the visitor is directed to a page at the website where the visitor can view at least one record of a leased automobile (see page 1, paragraph 6). The method enables the visitor to delete or modify an existing vehicle lease record only if the existing vehicle lease record is associated with the listing visitor (see page 2, paragraphs 8, 10).

Sehr describes an automated travel system and methods for facilitating via a portable passenger card device a plurality of applications that include storing transportation rights, service

entitlements, and cardholder considerations into the passenger card; loading monetary values into the card and using the card for purchase of goods and services; presenting the card for passage through passenger stations and admission to transportation means; clearing payments made and rendering applications or services requested via the card; and communicating card data and related information between and among the system entities.

In Sehr, the passenger card (11) includes "smart cards" that have a shape similar to plastic bankcards, but with at least one silicon chip/integrated circuit embedded into the card package. The embedded circuits give the cards database storage means, processing and communications capabilities, or display means. The smart passenger card can therefore input, store, process, output, and display data relating to tickets, passengers, and system entities; as well as to services rendered via the card. The data stored in the card includes the equivalent of an electronic ticket for a particular itinerary, use rights for a specific transportation carrier, considerations for travel-related services, electronic money for payment, or security information for protecting the card content and identifying the rightful card holder. The cards further can display data inputted into or retrieved from the passenger card. The card data can be retrieved from (read operation) or loaded into (write operation) the card via a card read/write device or via traditional data input or retrieval means, such as a keyboard/mouse, pointing device, touch screen, or voice commands. This portable card can operate in a standalone and/or in an on-line mode.

Claim 1 recites a method for operating a computer to facilitate a lease transaction involving an aircraft between a lessor and a customer, the method includes "providing a database for storing information relating to a plurality of aircraft for lease including specifications for each aircraft and, if the aircraft is currently being leased, the terms of the lease...prompting the customer to select a lease transaction type for a specific type of aircraft to be leased...prompting the customer to provide information required to generate at least one document for the selected lease transaction type, the customer provided information includes criteria of the aircraft and additional lease requirements including an aircraft type, an aircraft series, and an amount of engine thrust desired from the aircraft...matching the customer provided information with the aircraft information stored within the database by applying predetermined search rules...displaying search results including each aircraft matching the customer provided

information...selecting by the customer an aircraft from the displayed search results...modifying by the lessor the customer provided information to generate the at least one document...generating the at least one document using the modified customer provided information and the customer selected aircraft, the at least one document including terms and conditions proposed by the lessor to the customer for leasing the customer selected aircraft to the customer by the lessor...posting the generated document such that the customer and the lessor can view the document and document data, document data is information relating to the generation of the document including historical drafts of the document, each author of the historical drafts, and modification dates...and tracking tasks to be performed, dates for performance, and parties responsible for performing the tasks as set forth in terms and conditions of the generated document including at least one of inspecting the customer selected aircraft, signing the generated document, and meeting regarding the lease transaction.”

Applicants submit that neither Joseph nor Sehr, considered alone or in combination, describe or suggest a method as recited in Claim 1. More specifically, neither Joseph nor Sehr, alone or in combination, describe or suggest a method for operating a computer to facilitate a lease transaction involving an aircraft. (Emphasis added.)

Rather, Joseph describes a method and system for facilitating a transfer of vehicle leases, and Sehr describes a passport system and method that utilizes multi-application passport cards. The vehicle leases described in Joseph are clearly for automobiles. Joseph does not mention or suggest aircraft. In addition, Joseph merely describes transferring vehicle leases from one party to another party, and does not describe or teach initiating a lease transaction between a lessor and a customer.

Accordingly, neither Joseph nor Sehr, considered alone or in combination, describe or suggest any of the recitations of the presently pending claims that relate to aircraft. For example, neither Joseph nor Sehr, alone or in combination, describe or suggest a method that includes providing a database for storing information relating to a plurality of aircraft for lease including specifications for each aircraft and, if the aircraft is currently being leased, the terms of the lease, and prompting the customer to provide information required to generate at least one document

for the selected lease transaction type wherein the customer provided information includes criteria of the aircraft and additional lease requirements including an aircraft type, an aircraft series, and an amount of engine thrust desired from the aircraft.

Moreover, Applicants respectfully submit that neither Joseph nor Sehr, considered alone or in combination, describe or suggest modifying by the lessor the customer provided information to generate the at least one document. As explained below, neither Joseph nor Sehr, alone or in combination, describe or teach one party modifying information submitted by another party. Rather, Joseph merely describes one party (a lease owner) entering a record of a leased vehicle and then being able to modify that record. In other words, Joseph teaches one party modifying information entered by that same party, and does not describe or teach one party modifying information submitted by another party.

Accordingly, neither Joseph nor Sehr, considered alone or in combination, describe or suggest generating the at least one document using the modified customer provided information and the customer selected aircraft, wherein the at least one document includes terms and conditions proposed by the lessor to the customer for leasing the customer selected aircraft to the customer by the lessor. (Emphasis added.)

Furthermore, neither Joseph nor Sehr, considered alone or in combination, describe or suggest posting the generated document such that the customer and the lessor can view the document and document data wherein the document data is information relating to the generation of the document including historical drafts of the document, each author of the historical drafts, and modification dates, and tracking tasks to be performed, dates for performance, and parties responsible for performing the tasks as set forth in terms and conditions of the generated document including at least one of inspecting the customer selected aircraft, signing the generated document, and meeting regarding the lease transaction.

Rather, Joseph describes a system that is utilized by a lease owner (e.g., someone who has already leased a vehicle from a vehicle leasing company), who intends to assign the vehicle lease to another party referred to as a lease buyer. The lease owner either enters a record in the system that includes a description of the leased automobile that the lease owner intends to assign,

modifies an existing record, or deletes a record. The lease buyer can search the system to locate a vehicle matching certain parameters inputted by the lease buyer. Once the lease buyer locates a vehicle that he wishes to assume the lease of, the lease buyer can then contact the lease owner such that the parties can negotiate the terms of the lease assumption offline (page 3, paragraph 33).

Notably, Joseph does not describe or suggest prompting a customer to provide information required to generate at least one document for a selected lease transaction type wherein the customer provided information includes criteria of the aircraft and additional lease requirements including an aircraft type, an aircraft series, and an amount of engine thrust desired from the aircraft, and modifying by the lessor the customer provided information to generate the at least one document. Although Joseph describes a lease owner who inputs information relating to a lease intended to be assigned and a lease buyer who inputs a vehicle description that is searched for, Joseph does not describe or suggest prompting a customer to provide information required to generate at least one document, and then modifying by a lessor customer provided information for generating the at least one document. Joseph does not describe or suggest one party modifying information inputted by another party. (Emphasis added.)

The Office Action asserts at page 3 that Joseph describes at paragraphs 0026-0027 “generating a document/term sheet using customer provided information”. However, Applicants submit that paragraphs 0026 and 0027 of Joseph actually describe a lease owner modifying a record of a leased vehicle that was entered by the lease owner. Accordingly, as acknowledged by the Office Action at page 4, Joseph does not describe or teach generating at least one document using modified customer provided information and a customer selected aircraft wherein the at least one document includes terms and conditions proposed by the lessor to the customer for leasing the customer selected aircraft to the customer by the lessor.

The Office Action also asserts at pages 3 and 4 that Joseph describes at paragraphs 0040 and 0042-0043 “posting the generated document such that the customer and the lessor can view the document and document data is information relating to the generation of the document including historical drafts of the document, each author of the historical drafts, and modification

dates” and further asserts that Joseph describes at paragraphs 0046-0048 “tracking tasks to be performed, dates for performance, and parties responsible for performing the tasks as set forth in terms and conditions of the generated document including at least one of inspecting the customer selected piece of equipment, signing the generated document, and meeting regarding the lease transaction”. Applicants respectfully traverse these assertions.

Rather, Applicants respectfully submit that paragraphs 0040 and 0042-0043 of Joseph describe inputting by the lease owner information describing a leased vehicle to be listed in the system for the purpose of assigning the lease, inputting by the lease owner information relating to the lease agreement between the lease owner and the leasing company, and inputting whether the lease owner wishes to purchase liability insurance for the leased vehicle. Joseph does not describe or suggest posting a generated document, a document that includes terms and conditions proposed by the lessor to the customer for leasing the customer selected aircraft to the customer by the lessor, such that the customer and the lessor can view the document and document data, wherein document data is information relating to the generation of the document including historical drafts of the document, each author of the historical drafts, and modification dates.

Moreover, paragraphs 0046-0048 of Joseph describe an edit seller data option which enables a lease owner/seller to edit his account information, a manage add option which enables a lease owner/seller to edit, delete or extend the amount of time that a lease record is shown on the system, and a liability insurance link. Joseph does not describe or suggest tracking tasks to be performed, dates for performance, and parties responsible for performing the tasks as set forth in terms and conditions of a generated document including at least one of inspecting the customer selected aircraft, signing the generated document, and meeting regarding the lease transaction. In fact, Joseph does not even mention any of these recitations. Accordingly, Applicants respectfully submit that Claim 1 is patentable over Joseph.

Additionally, in contrast to what is asserted in the Office Action at page 4, Sehr does not describe or suggest at paragraph 0118 generating at least one document using modified customer provided information and a customer selected aircraft wherein the at least one document includes terms and conditions proposed by the lessor to the customer for leasing the customer selected

aircraft to the customer by the lessor. In fact, paragraph 0118 of Sehr actually provides as follows:

The passenger removes the luggage item(s) from the carousel, exits from the baggage claim, and proceeds to the rental car agency to pick-up the car that was reserved via the passenger card. The agency representative couples the card, for example, via a card terminal or wireless means, to the database of the rental car provider's system, so as to verify the cardholder's eligibility and the car's availability. The system/representative will verify the confirmation number stored in the passenger card and compare it with the confirmation information stored in the rental car database. If there is a match, the system will retrieve and compile the contractual document that allows the passenger to drive a particular rental car. This can be achieved by automatically inputting into the document the appropriate data and information from the database or the passenger card; for example, the make/model and license number of the rental car, or the passenger's personal data and the information relating to the driver's license. Also retrieved from the passenger card can be the credit card account number for the purpose of waiving certain insurance clauses. If applicable, the card-based driver's license can be verified as well; for example, by displaying onto a computer screen the electronic picture associated therewith, or by communicating the license number to the DMV database for further verification. If the picture matches the physical appearance of the cardholder, or the card-based data correlates to the DMV database information, the driver's license is established as being authentic. The driver's license can also be authenticated via the DMV's digital signature, if such a signature is attached to the license. Also inputted into the contract-template can be additional terms and conditions, such as the number of days or miles the car can be driven for, as well as the drop-off location for the rental car. The passenger can now sign, for example, via a signature pad, the contract; the contractual document can be stored in the passenger card and/or printed out as a hardcopy. Also loaded into the passenger card can be an electronic key for the car identified via the license number stored in the contract, a layout of the lot the rental car is parked at, or a street map of the surroundings. The card-based key can be used, for example, to open the door or to start the ignition of the rental car at the date specified in the contract. This can be accomplished by installing or coupling a control module to the door lock or ignition system. The control module reads the card-based key and contract, and compares the license number and date included therein with the license number of the car provided by the control module and the date provided by the system clock. If there is a match, or date compliance, the door can be opened or the car be started. The passenger can also display onto the card the parking lot to pinpoint the car's location in response to inputting the car's license number, or the street map to communicate with the car and/or a provider of GPS (Global Positioning System) services when driving on the freeway.

In other words, Sehr describes a system that utilizes a passenger card when picking up a rental car, wherein the passenger card is used to verify a confirmation number for the rental car, retrieve and compile the contractual document that allows the passenger to drive a particular rental car, provide a credit card account number, and store a card-based key for the rental car. However, paragraph 0118 of Sehr does not describe or suggest generating at least one document using modified customer provided information (i.e., information modified by the lessor). (Emphasis added.) Rather, in contrast to the present invention, Sehr describes using information provided by the customer and stored on the passenger card to compile a contractual document. Sehr does not describe or suggest modifying any information provided by the customer. Accordingly, Sehr cannot describe or suggest generating at least one document using modified customer provided information.

Applicants also submit that Sehr is non-analogous art that is not relevant to the present patent application. More specifically, Sehr describes a passport system that includes a plurality of passport service providers and portable passport devices for storing, processing, safeguarding, validating, and communicating a passport document including passport data elements stored in the passport devices and the service provider databases, and for facilitating various passport application tasks. Although Sehr mentions a passenger renting a car that was reserved via a passenger card wherein the agency representative couples the card, for example, via a card terminal or wireless means, to the database of the rental car provider's system, so as to verify the cardholder's eligibility and the car's availability, and, if there is a match, the system will retrieve and compile the contractual document that allows the passenger to drive a particular rental car (see para. [0118]), Sehr does not address issues related to a method for operating a computer to facilitate a lease transaction involving an aircraft.

Given the obvious differences between a passport system that includes a plurality of passport service providers and portable passport devices for storing, processing, safeguarding, validating, and communicating a passport document including passport data elements stored in the passport devices and the service provider databases, and for facilitating various passport application tasks, and a method for operating a computer to facilitate a lease transaction involving an aircraft between a lessor and a customer, and the fact that the system described by

Sehr neither recognizes nor solves any of the problems addressed by the present invention, it is respectfully submitted that Sehr is non-analogous art that would not be looked to for potential solutions in facilitating a lease transaction involving an aircraft between a lessor and a customer.

Additionally, Applicants submit that the obviousness cannot be established by merely suggesting that it would have been obvious to one of ordinary skill in the art to modify Joseph using the teachings of Sehr. More specifically, as is well established, obviousness cannot be established by combining the teachings of the cited art to produce the claimed invention, absent some teaching, suggestion, or incentive supporting the combinations. As the Federal Circuit has recognized, obviousness is not established merely by combining references having different individual elements of pending claims. Ex parte Levengood, 28 U.S.P.Q.2d 1300 (Bd. Pat. App. & Inter. 1993). MPEP 2143.01. Rather, there must be some suggestion, outside of Applicants' disclosure, in the prior art to combine such references, and a reasonable expectation of success must be both found in the prior art, and not based on Applicants' disclosure. In re Vaeck, 20 U.S.P.Q.2d 1436 (Fed. Cir. 1991). In the present case, neither a suggestion or motivation to combine the prior art disclosures, nor any reasonable expectation of success has been shown. Accordingly, as explained below, Applicants respectfully submit that the present claims are patentable over the cited references.

For at least the reasons set forth above, Claim 1 is submitted to be patentable over Joseph in view of Sehr.

Claim 8 has been canceled. Claims 2-7 depend from independent Claim 1 which is submitted to be in condition for allowance. When the recitations of Claims 2-7 are considered in combination with the recitations of Claim 1, Applicants submit that dependent Claims 2-7 are also patentable over Joseph in view of Sehr.

In addition to the argument set forth above, Applicants further submit that dependent Claim 5 is patentable over Joseph in view of Sehr. Claim 5 recites a method wherein selecting by the customer an aircraft from the displayed search results further comprises "automatically transmitting data relating to the aircraft selected by the customer to a technical project manager for the lessor, a fleet manager for the lessor, and a marketing executive for the

lessor...prompting the technical project manager to submit comments to the marketing executive regarding the aircraft selected by the customer including feasibility of supplying the selected aircraft, lead times for supplying the selected aircraft, and cost estimates for additional technical requirements...and prompting the fleet manager to submit an allocation decision to the marketing executive regarding the aircraft selected by the customer.” Applicants respectfully submit that neither Joseph nor Sehr describe or suggest the recitations included in Claim 5. Accordingly, Applicants further submit that Claim 5 is patentable over Joseph in view of Sehr.

Claim 9 recites a computer for facilitating a lease transaction involving an aircraft between a lessor and a customer, the computer is programmed to “store, in a database, information relating to a plurality of aircraft for lease including specifications for each aircraft and, if the aircraft is currently being leased, the terms of the lease...prompt the customer to select a type of lease transaction for a specific type of aircraft to be leased...prompt the customer to provide information required to generate at least one document for the selected lease transaction type, the customer provided information includes criteria of the aircraft and additional lease requirements including an aircraft type, an aircraft series, and an amount of engine thrust desired from the aircraft...match the customer provided information with the aircraft information stored within the database by applying predetermined search rules...display search results including each aircraft matching the customer provided information...prompt the customer to select an aircraft from the displayed search results...enable the lessor to modify the customer provided information to generate the at least one document...generate the at least one document using the modified customer provided information and the customer selected aircraft, the at least one document including terms and conditions proposed by the lessor to the customer for leasing the customer selected aircraft to the customer by the lessor...post the generated document such that the customer and the lessor can view the document and document data, document data is information relating to the generation of the document including historical drafts of the document, each author of the historical drafts, and modification dates...and track tasks to be performed, dates for performance, and parties responsible for performing the tasks as set forth in terms and conditions of the generated document including at least one of inspecting the customer selected aircraft, signing the generated document, and meeting regarding the lease transaction.”

Neither Joseph nor Sehr, considered alone or in combination, describe or suggest a computer as recited in Claim 9. More specifically, Claim 9, as herein amended, recites a computer for facilitating a lease transaction involving an aircraft that is programmed to perform steps similar to those recited in Claim 1. Thus, it is submitted that Claim 9 is patentable over the combination of Joseph and Sehr for reasons that correspond to those given with respect to Claim 1. Accordingly, Applicants respectfully submit that Claim 9 is patentable over Joseph in view of Sehr.

For at least the reasons set forth above, Claim 9 is submitted to be patentable over Joseph in view of Sehr.

Claim 16 has been canceled. Claims 10-15 depend from independent Claim 9 which is submitted to be in condition for allowance. When the recitations of Claims 10-15 are considered in combination with the recitations of Claim 9, Applicants submit that dependent Claims 10-15 are also patentable over Joseph in view of Sehr.

Claim 17 recites a database for storing data relating to a lease transaction involving an aircraft between a lessor and a customer, the database includes “a first set of data corresponding to an availability query submitted by the customer and related to a lease transaction, the first set of data including criteria for aircraft to be leased and additional lease requirements including an aircraft type, an aircraft series, and an amount of engine thrust desired from the aircraft...a second set of data corresponding to information relating to a plurality of aircraft for lease including specifications for each aircraft, and if the aircraft is being leased, the terms of the lease...a third set of data corresponding to predetermined search rules that are applied to match the first set of data with the aircraft information in the second set of data...a fourth set of data corresponding to search results including each aircraft matching the customer provided information, wherein the customer is prompted to select an aircraft from search results...a fifth set of data corresponding to modifications of the first set of data that are made by the lessor...a sixth set of data corresponding to at least one document generated using the fifth set of data and the customer selected aircraft, the at least one document including terms and conditions proposed by the lessor to the customer for leasing the customer selected aircraft to the customer by the

lessor...a seventh set of data corresponding to the generated document that enables the customer and the lessor to view the document and document data, document data is information relating to the generation of the document including historical drafts of the document, each author of the historical drafts, and modification dates...and an eighth set of data corresponding to tasks to be performed, dates for performance, and parties responsible for performing the tasks as set forth in terms and conditions of the generated document including at least one of inspecting the customer selected aircraft, signing the generated document, and meeting regarding the lease transaction.”

Neither Joseph nor Sehr, considered alone or in combination, describe or suggest a database as recited in Claim 17. More specifically, Claim 17, as herein amended, recites a database for storing data relating to a lease transaction involving an aircraft that includes data corresponding to steps similar to those recited in Claim 1. Thus, it is submitted that Claim 17 is patentable over the combination of Joseph and Sehr for reasons that correspond to those given with respect to Claim 1. Accordingly, Applicants respectfully submit that Claim 17 is patentable over Joseph in view of Sehr.

For at least the reasons set forth above, Claim 17 is submitted to be patentable over Joseph in view of Sehr.

Claims 18-20 depend from independent Claim 17 which is submitted to be in condition for allowance. When the recitations of Claims 18-20 are considered in combination with the recitations of Claim 17, Applicants submit that dependent Claims 18-20 are also patentable over Joseph in view of Sehr.

Claim 21 recites a system for generating lease documents for leasing an aircraft between a lessor and a customer, the system includes “a database comprising information relating to a plurality of aircraft for lease including specifications for each aircraft and, if the aircraft is currently being leased, the database including the terms of the lease...and a server configured to...prompt the customer to provide information required to generate a document for a selected lease transaction type, the customer provided information includes criteria of an aircraft and additional lease requirements including an aircraft type, an aircraft series, and an amount of engine thrust desired from the aircraft...match the customer provided information with the

aircraft information by applying predetermined search rules...display search results including each aircraft matching the customer provided information...prompt the customer to select an aircraft from the displayed search results...prompt the lessor to select a type of document to be generated and to provide information required to generate the selected document type...enable the lessor to modify the customer provided information to generate the document...generate the at least one document using the modified customer provided information and the customer selected aircraft, the at least one document including terms and conditions proposed by the lessor to the customer for leasing the customer selected aircraft to the customer by the lessor...post the generated document such that the customer and the lessor can view the document and document data, document data is information relating to the generation of the document including historical drafts of the document, each author of the historical drafts, and modification dates...and track tasks to be performed, dates for performance, and parties responsible for performing the tasks as set forth in terms and conditions of the generated document including at least one of inspecting the customer selected aircraft, signing the generated document, and meeting regarding the lease transaction.”

Neither Joseph nor Sehr, considered alone or in combination, describe or suggest a system as recited in Claim 21. More specifically, Claim 21, as herein amended, recites a system for generating lease documents for leasing an aircraft that includes a database, and a server configured to perform steps similar to those recited in Claim 1. Thus, it is submitted that Claim 21 is patentable over the combination of Joseph and Sehr for reasons that correspond to those given with respect to Claim 1. Accordingly, Applicants respectfully submit that Claim 21 is patentable over Joseph in view of Sehr.

For at least the reasons set forth above, Claim 21 is submitted to be patentable over Joseph in view of Sehr.

Claim 29 has been canceled. Claims 22-28 depend from independent Claim 21 which is submitted to be in condition for allowance. When the recitations of Claims 22-28 are considered in combination with the recitations of Claim 21, Applicants submit that dependent Claims 22-28 are also patentable over Joseph in view of Sehr.

Claim 30 recites a method for initiating a lease transaction involving an aircraft between a lessor and a customer, the method includes “prompting the customer to select a type of lease transaction for a specific type of aircraft to be leased...prompting the customer to provide information regarding aircraft to be subject to the lease transaction, the customer provided information includes criteria of the aircraft and additional lease requirements including an aircraft type, an aircraft series, and an amount of engine thrust desired from the aircraft...prompting the customer to request generation of a term sheet for the lease transaction...matching the customer provided information with aircraft information by applying predetermined search rules, the aircraft information including specifications for a plurality of aircraft and, if an aircraft is currently being leased, the terms of the lease...displaying search results including each aircraft matching the customer provided information...selecting by the customer an aircraft from the displayed search results...modifying by the lessor the customer provided information for generating the term sheet...generating the term sheet using the modified customer provided information and the customer selected aircraft, the term sheet including terms and conditions proposed by the lessor to the customer for leasing the customer selected aircraft to the customer by the lessor...posting the generated term sheet such that the customer and the lessor can view the term sheet and document data, document data is information relating to the generation of the term sheet including historical drafts of the term sheet, each author of the historical drafts, and modification dates...and tracking tasks to be performed, dates for performance, and parties responsible for performing the tasks as set forth in terms and conditions of the generated term sheet including at least one of inspecting the customer selected aircraft, signing the term sheet, and meeting regarding the lease transaction.”

Neither Joseph nor Sehr, considered alone or in combination, describe or suggest a method as recited in Claim 30. More specifically, Claim 30, as herein amended, recites a method for initiating a lease transaction involving an aircraft that includes steps similar to those recited in Claim 1. Thus, it is submitted that Claim 30 is patentable over the combination of Joseph and Sehr for reasons that correspond to those given with respect to Claim 1. Accordingly, Applicants respectfully submit that Claim 30 is patentable over Joseph in view of Sehr.

For at least the reasons set forth above, Claim 30 is submitted to be patentable over Joseph in view of Sehr.

Claim 37 has been canceled. Claims 31-36 depend from independent Claim 30 which is submitted to be in condition for allowance. When the recitations of Claims 31-36 are considered in combination with the recitations of Claim 30, Applicants submit that dependent Claims 31-36 are also patentable over Joseph in view of Sehr.

Claim 38 recites a method for initiating a lease transaction involving an aircraft between a lessor and a customer, the method includes “providing a database for storing information relating to a plurality of aircraft for lease including specifications for each aircraft and, if the aircraft is currently being leased, the terms of the lease...selecting, by the customer, from an electronic interface, a lease transaction type for a specific type of aircraft to be leased...identifying, by the customer, from the electronic interface, information including criteria of aircraft desired to be subject to the lease and additional lease requirements including an aircraft type, an aircraft series, and an amount of engine thrust desired from the aircraft...requesting, by the customer, from the electronic interface, a term sheet for the selected lease type and identified aircraft...matching the customer provided information with the aircraft information by applying predetermined search rules...displaying search results including each aircraft matching the customer provided information...selecting by the customer an aircraft from the displayed search results...modifying by the lessor the customer provided information for generating the term sheet...generating the term sheet using the modified customer provided information and the customer selected aircraft, the term sheet including terms and conditions proposed by the lessor to the customer for leasing the customer selected aircraft to the customer by the lessor...posting the generated term sheet such that the customer and the lessor can view the term sheet and document data, document data is information relating to the generation of the term sheet including historical drafts of the terms sheet, each author of the historical drafts, and modification dates...and tracking tasks to be performed, dates for performance, and parties responsible for performing the tasks as set forth in terms and conditions of the generated term sheet including at least one of inspecting the customer selected aircraft, signing the generated term sheet, and meeting regarding the lease transaction.”

Neither Joseph nor Sehr, considered alone or in combination, describe or suggest a method as recited in Claim 38. More specifically, Claim 38, as herein amended, recites a method for initiating a lease transaction involving an aircraft that includes steps similar to those recited in Claim 1. Thus, it is submitted that Claim 38 is patentable over the combination of Joseph and Sehr for reasons that correspond to those given with respect to Claim 1. Accordingly, Applicants respectfully submit that Claim 38 is patentable over Joseph in view of Sehr.

For at least the reasons set forth above, Claim 38 is submitted to be patentable over Joseph in view of Sehr.

Claim 42 has been canceled. Claims 39-41 depend from independent Claim 38 which is submitted to be in condition for allowance. When the recitations of Claims 39-41 are considered in combination with the recitations of Claim 38, Applicants submit that dependent Claims 39-41 are also patentable over Joseph in view of Sehr.

Claim 43 recites an apparatus for facilitating a lease transaction involving an aircraft between a lessor and a customer that includes “means for storing information relating to a plurality of aircraft for lease including specifications for each aircraft and, if the aircraft is currently being leased, the terms of the lease...means for prompting the customer to select a type of lease transaction for a specific type of aircraft to be leased...means for prompting the customer to provide information regarding aircraft to be subject to the lease transaction, the customer provided information including criteria of the aircraft and additional lease requirements including an aircraft type, an aircraft series, and an amount of engine thrust desired from the aircraft...means for prompting the customer to request generation of a term sheet for the lease transaction...means for matching the customer provided information with the aircraft information by applying predetermined search rules...means for displaying search results including each aircraft matching the customer provided information...means for selecting by the customer an aircraft from the displayed search results...means for modifying by the lessor the customer provided information for generating the term sheet...means for generating the term sheet using the modified customer provided information and the customer selected aircraft, the term sheet including terms and conditions proposed by the lessor to the customer for leasing the

customer selected aircraft to the customer by the lessor...means for posting the generated term sheet such that the customer and the lessor can view the term sheet and document data, document data is information relating to the generation of the term sheet including historical drafts of the terms sheet, each author of the historical drafts, and modification dates...and means for tracking tasks to be performed, dates for performance, and parties responsible for performing the tasks as set forth in terms and conditions of the generated term sheet including at least one of inspecting the customer selected aircraft, signing the generated term sheet, and meeting regarding the lease transaction.”

Neither Joseph nor Sehr, considered alone or in combination, describe or suggest a method as recited in Claim 43. More specifically, Claim 43, as herein amended, recites an apparatus for facilitating a lease transaction involving an aircraft that includes means for performing steps similar to those recited in Claim 1. Thus, it is submitted that Claim 43 is patentable over the combination of Joseph and Sehr for reasons that correspond to those given with respect to Claim 1. Accordingly, Applicants respectfully submit that Claim 43 is patentable over Joseph in view of Sehr.

For at least the reasons set forth above, Claim 43 is submitted to be patentable over Joseph in view of Sehr.

Claim 50 has been canceled. Claims 44-49 depend from independent Claim 43 which is submitted to be in condition for allowance. When the recitations of Claims 44-49 are considered in combination with the recitations of Claim 43, Applicants submit that dependent Claims 44-49 are also patentable over Joseph in view of Sehr.

Claim 51 recites a system for facilitating a lease transaction for aircraft between a lessor and a customer, the system includes “a database comprising information relating to a plurality of aircrafts for lease including specifications for each aircraft and, if the aircraft is currently being leased, the terms of the lease...and a server configured to...prompt the customer to select a type of lease transaction for a specific type of aircraft to be leased...prompt the customer to provide information regarding aircraft desired to be subject to the lease transaction, the customer provided information includes criteria of the aircraft and additional lease requirements including

an aircraft type, an aircraft series, and an amount of engine thrust desired from the aircraft...prompt the customer to request generation of a term sheet for the lease transaction...match, based on a set of rules, the customer provided information with the aircraft information, the set of rules including at least one of countries in which aircraft can be leased, a tax based restriction on aircraft enforced in some of the countries, and whether the aircraft is newly manufactured...display search results including each aircraft matching the customer provided information...prompt the customer to select an aircraft from the displayed search results...enable the lessor to modify the customer provided information for generating the term sheet...generate the term sheet using the modified customer provided information and the customer selected aircraft, the term sheet including terms and conditions proposed by the lessor to the customer for leasing the customer selected aircraft to the customer by the lessor...post the generated term sheet such that the customer and the lessor can view the term sheet and document data, document data is information relating to the generation of the term sheet including historical drafts of the term sheet, each author of the historical drafts, and modification dates...and track tasks to be performed, dates for performance, and parties responsible for performing the tasks as set forth in terms and conditions of the generated term sheet including at least one of inspecting the customer selected aircraft, signing the generated term sheet, and meeting regarding the lease transaction.”

Neither Joseph nor Sehr, considered alone or in combination, describe or suggest a method as recited in Claim 51. More specifically, Claim 51, as herein amended, recites a system for facilitating a lease transaction for aircraft that includes a database, and a server configured to perform steps similar to those recited in Claim 1. Thus, it is submitted that Claim 51 is patentable over the combination of Joseph and Sehr for reasons that correspond to those given with respect to Claim 1. Accordingly, Applicants respectfully submit that Claim 51 is patentable over Joseph in view of Sehr.

For at least the reasons set forth above, Claim 51 is submitted to be patentable over Joseph in view of Sehr.

Claims 52-57 depend from independent Claim 51 which is submitted to be in condition for allowance. When the recitations of Claims 52-57 are considered in combination with the recitations of Claim 51, Applicants submit that dependent Claims 52-57 are also patentable over Joseph in view of Sehr.

Claim 58 recites a system for facilitating a lease transaction for an aircraft engine between a lessor and a customer, the system includes “a database comprising information for aircraft engines for lease including specifications for each aircraft engine and, if the aircraft engine is currently being leased, the terms of the lease...and a server configured to...prompt the customer to select a type of lease transaction for a specific type of aircraft engine to be leased...prompt the customer to provide information regarding an aircraft engine desired to be subject to the lease transaction wherein the customer provided information includes criteria of the aircraft engine and additional lease requirements including an engine type, an engine series, and an amount of engine thrust desired from the engine...prompt the customer to request generation of a term sheet for the lease transaction...match the customer provided information with the aircraft engine information stored within the database by applying predetermined search rules...display search results including each aircraft engine matching the customer provided information...prompt the customer to select an aircraft engine from the displayed search results...enable the lessor to modify the customer provided information to generate the term sheet...generate the term sheet using the modified customer provided information and the customer selected aircraft engine, the term sheet including terms and conditions proposed by the lessor to the customer for leasing the customer selected aircraft engine to the customer by the lessor...post the generated term sheet such that the customer and the lessor can view the term sheet and document data including historical drafts of the term sheet, each author of the historical drafts, and modification dates...and track tasks to be performed, dates for performance, and parties responsible for performing the tasks as set forth in terms and conditions of the generated term sheet including at least one of inspecting the customer selected aircraft, signing the generated term sheet, and meeting regarding the lease transaction.”

Neither Joseph nor Sehr, considered alone or in combination, describe or suggest a method as recited in Claim 58. More specifically, Claim 58, as herein amended, recites a system

for facilitating a lease transaction for an aircraft engine that includes a database having information for aircraft engines for lease, and a server configured to perform steps similar to those recited in Claim 1. Thus, it is submitted that Claim 58 is patentable over the combination of Joseph and Sehr for reasons that correspond to those given with respect to Claim 1. Accordingly, Applicants respectfully submit that Claim 58 is patentable over Joseph in view of Sehr.

For at least the reasons set forth above, Claim 58 is submitted to be patentable over Joseph in view of Sehr.

Claims 59-64 depend from independent Claim 58 which is submitted to be in condition for allowance. When the recitations of Claims 59-64 are considered in combination with the recitations of Claim 58, Applicants submit that dependent Claims 59-64 are also patentable over Joseph in view of Sehr.

Claim 65 recites a computer-readable medium for facilitating a lease transaction involving an aircraft between a lessor and a customer, the computer-readable medium includes “a record of customer submitted availability queries, the customer submitted availability queries include criteria of aircraft to be leased and additional lease requirements...a plurality of rules for matching aircraft information to the customer submitted availability queries, the aircraft information including specifications for each aircraft, and if the aircraft is currently being leased, the terms of the lease...a first record of results from applying the matching rules to the customer submitted availability queries...a record of an aircraft selected by the customer from the first record of results...a second record of results from information entered by the lessor to modify the customer submitted availability queries...a record of a document generated from the modified customer submitted availability queries and the record of an aircraft selected by the customer including historical drafts of the document, each author of the historical drafts, and modification dates...and a record of tasks to be performed, dates for performance, and parties responsible for performing the tasks as set forth in terms and conditions of the generated document including at least one of inspecting the customer selected aircraft, signing the generated document, and meeting regarding the lease transaction.”

Neither Joseph nor Sehr, considered alone or in combination, describe or suggest a computer-readable medium as recited in Claim 65. More specifically, Claim 65, as herein amended, recites a computer-readable medium for facilitating a lease transaction involving an aircraft that is programmed to perform steps similar to those recited in Claim 1. Thus, it is submitted that Claim 65 is patentable over the combination of Joseph and Sehr for reasons that correspond to those given with respect to Claim 1. Accordingly, Applicants respectfully submit that Claim 65 is patentable over Joseph in view of Sehr.

For at least the reasons set forth above, Claim 65 is submitted to be patentable over Joseph in view of Sehr.

Claim 66 has been canceled. Claims 67-70 depend from independent Claim 65 which is submitted to be in condition for allowance. When the recitations of Claims 67-70 are considered in combination with the recitations of Claim 65, Applicants submit that dependent Claims 67-70 are also patentable over Joseph in view of Sehr.

For at least the reasons set forth above, Applicants respectfully request that the rejection of Claims 1-70 under 35 U.S.C. § 103 be withdrawn.

In addition to the arguments set forth above, Applicants also respectfully submit that the Section 103 rejection of Claims 1-70 is not a proper rejection. Obviousness cannot be established by merely suggesting that it would have been obvious to one of ordinary skill in the art to modify Joseph using the teachings of Sehr. More specifically, as is well established, obviousness cannot be established by combining the teachings of the cited art to produce the claimed invention, absent some teaching, suggestion, or incentive supporting the combinations. It is impermissible to use the claimed invention as an instruction manual or "template" to piece together the teachings of the prior art so that the claimed invention is rendered obvious. Specifically, one cannot use hindsight reconstruction to pick and choose among isolated disclosures in the prior art to deprecate the claimed invention. Further, it is impermissible to pick and choose from any one reference only so much of it as will support a given position, to the exclusion of other parts necessary to the full appreciation of what such reference fairly suggests to one of ordinary skill in the art.

As the Federal Circuit has recognized, obviousness is not established merely by combining references having different individual elements of pending claims. Ex parte Levengood, 28 U.S.P.Q.2d 1300 (Bd. Pat. App. & Inter. 1993). MPEP 2143 .01. Rather, there must be some suggestion, outside of Applicants' disclosure, in the prior art to combine such references, and a reasonable expectation of success must be both found in the prior art, and not based on Applicants' disclosure. In re Vaeck, 20 U.S.P.Q.2d 1436 (Fed. Cir. 1991). In the present case, neither a suggestion or motivation to combine the prior art disclosures, nor any reasonable expectation of success has been shown.

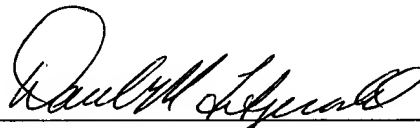
Neither Joseph nor Sehr, considered alone or in combination, describe or suggest the combination(s) in Claims 1-70. Rather, the Section 103 rejection of Claims 1-70 appears to be based on a combination of teachings selected from multiple patents in an attempt to arrive at the claimed invention. Specifically, Joseph describes a method and system for facilitating a transfer of vehicle leases, and Sehr describes a passport system and method that utilizes multi-application passport cards. Since there is no teaching nor suggestion for the combination of Joseph and Sehr, the Section 103 rejection appears to be based on a hindsight reconstruction in which isolated disclosures have been picked and chosen in an attempt to deprecate the present invention. Of course, such a combination is impermissible, and for this reason also, Applicants request that the Section 103 rejection of Claims 1-70 be withdrawn.

Newly added Claim 71 depends from independent Claim 1. Claim 71 recites a method wherein matching the customer provided information with the aircraft information further comprises "applying predetermined search rules to the customer provided information including...a first rule wherein only aircraft selected as being available by the lessor are returned by a search, if the exact match is not available for a specified delivery date, matches in nearest available months are displayed...a second rule wherein for each aircraft viewable by the customer, at least one of a country and region may be identified into which that aircraft may not be leased...a third rule wherein for each aircraft, a tax based restriction may be specified, the tax based restriction includes a geographical region...a fourth rule wherein aircraft engines are retrieved based on a minimum engine thrust amount...and a fifth rule wherein aircraft are retrieved based on an aircraft weight." Applicants respectfully submit that none of the cited

references describe or teach applying search rules as recited in Claim 71. Therefore, Applicants submit that Claim 71 is patentable over the cited art.

In view of the foregoing amendments and remarks, all the claims now active in this application are believed to be in condition for allowance. Reconsideration and favorable action is respectfully solicited.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Daniel M. Fitzgerald", is written over a horizontal line.

Daniel M. Fitzgerald
Registration No. 38,880
ARMSTRONG TEASDALE LLP
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102-2740
(314) 621-5070